

"Q. Was it your purpose then at the time that the books prior to 1935 were destroyed to continue to keep those books which were required to be kept under the law?

168 "A. This was at least one of the reasons.

"Q. Well, in 1945, of course the books prior to 1935 were old books, were they not?

"A. Yes, very old. Mr. Wilhelm von Opel wanted to burn them all.

"Q. That is those old books prior to 1935?

"A. Yes, he wanted to burn all old books.

"Q. When the books were burned, was there any purpose in concealing information in those books from anybody?

"A. No.

"Mr. Connor: I will ask to have marked as Plaintiff's Exhibit No. 45 copy of a letter to the Finanzamt, Wiesbaden, dated January 2, 1932 and sent by or on behalf of Wilhelm von Opel.

"Q. I call your attention particularly to the handwriting at the bottom of Plaintiff's Exhibit No. 45 and ask you if you know whose handwriting that is?

"A. That is the handwriting of Mr. Hagemann.

"Q. Who was Mr. Hagemann?

"A. Customs investigator."

Mr. Gallagher: I now offer Plaintiff's Exhibit 45.

(Plaintiff's Exhibit 45 was now received in evidence.)

169 "I will ask to have marked as Plaintiff's Exhibit No. 45-A an excerpt from a newspaper of stock quotations."

(The newspaper excerpt was marked for identification Plaintiff's Exhibit 45-A.)

Mr. Gallagher: I now offer Plaintiff's Exhibit 45-A.

(The exhibit identified as Plaintiff's No. 45-A was now received in evidence.)

(Further from the deposition.)

"Miss Esklony, are the books of account of Wilhelm von Opel after the year 1936 still in existence?

"A. Yes.

"Q. And where are they?

"A. Partly in Ruesselsheim and partly in Wiesbaden.

"Q. Will you make an effort to bring those books and records after 1936 to the hearing tomorrow?

"A. Yes. Then I will have to go to Ruesselsheim again.

"Mr. Connor: I ask to have marked as Plaintiff's Exhibit No. 46, a folder entitled: Schweizerische Kreditanstalt Zurich from March 1930 to June 1932, (Credit Suisse Zurich) and pages contained therein.

"Q. I will ask the witness to take a look at Plaintiff's Exhibit No. 46 and the pages contained therein. What do the entries on those pages refer to?

"A. They refer to his account with the Credit 170 Suisse. (Schweizerische Kreditanstalt)

"Q. What does the first entry on the first page indicate?

"A. It refers to the transfer of Mr. Wilhelm von Opel to the Credit Suisse.

"Q. What date and in what amount?

"A. 11 March 1930 and the amount is 3,787,990.80 Swiss Francs.

"Q. And can you tell from Plaintiff's Exhibit No. 46 what finally was done with the money represented in that first entry?

"A. The balance has been transferred to the Reichsbank Direktorium Berlin.

"Q. Do you mean substantially the whole amount represented in the first entry, that is, 3,787,990.80 Swiss francs

were finally transferred to the Reichsbank Directorate Berlin?

"A. Yes.

Mr. Gallagher: I now offer Plaintiff's Exhibit 46.  
(The folder was received in evidence.)

(Mr. Ingoldsby having returned to the trial table, Mr. Laufer having replaced him on the witness stand, to read the answers, and Mr. Baum now reading the questions from the deposition:)

171 Mr. Baum: I now continue with the cross examination of Edith Esklony, at the middle of page 100:

"Miss Esklony further testified as follows:

"By: Mr. Baum.

"Q. Miss Esklony, up until 1939, I believe you testified you were the assistant secretary of Mr. Wilhelm von Opel, were you not?

"A. Yes.

"Q. And who was Mr. Wilhelm von Opel's principal secretary?

"A. From January 1, 1935 to July 1939 it was Miss Frentzel.

"Q. And were the duties of taking care of Mr. Wilhelm von Opel's business affairs divided between you and Miss Frentzel during that period?

"A. Yes.

"Q. In what way were they divided?

"A. Miss Frentzel took care of Mr. Wilhelm von Opel's correspondence and the most important matters. The book-keeping duties were also divided between myself and a junior secretary who was also employed by Mr. Wilhelm von Opel.



"Q. What was the name of the junior secretary you just referred to?

"A. Miss Fornoff. That is her maiden name.  
172 Her married name is Hummel.

"Q. During what time was she employed by Mr. Wilhelm von Opel?

"A. She was employed as early as Mrs. Dern's employment period until approximately the end of 1941.

"Q. Do you know where Mrs. Hummel lives now?

"A. Yes.

"Q. Can you give us the address?

"A. Pfirschbach near Hoechst in the Odenwald."

Mr. Baum: I will now skip the next questions, and read the question beginning—

"You testified the other day that some of the books of Mr. Wilhelm von Opel were burned, did you not?

"A. Yes.

"Q. At whose orders were the books burned?

"A. At Mr. Wilhelm von Opel's orders."

Mr. Baum: That is all.

(Mr. Laufer having returned to the trial table, and Mr. Ingoldsby now on the witness stand:)

Mr. Gallagher: Page 89—

#### DEPOSITION OF MARTA VON OPEL

"Marta Von Opel, a witness, was called, and having been first duly sworn was examined and testified as follows:

173 "Direct Examination

"By Mr. Connor:

"Q. What is your full name, Mrs. von Opel?



"A. Marta von Opel.

"Q. Do you speak some English?

"A. Yes, very little.

"Q. And you are the wife of Wilhelm von Opel?

"A. Yes.

"Q. And you are the mother of Fritz von Opel?

"A. Yes.

"Q. And how old are you, Mrs. von Opel?

"A. Seventy-two.

"Q. What was your birth date?

"A. 25 August 1874.

"Q. And do you live with your husband at Wiesbaden?

"A. At Ruesselsheim before.

"Q. And you now live at Wiesbaden?

"A. Yes, since 1929.

"Q. Do you remember what year the family sold out substantially all of its interest to General Motors?

"A. I think it was at the end of 1929.

"Q. Are you and your husband under a community property system of ownership?

"A. Yes, ever since our marriage.

"Q. But is it not correct that about two years  
174 ago you changed that arrangement of community property ownership?

"A. Because of my husband's Party membership our entire fortune was blocked. That was the reason for the change.

"Q. Now after the general sale of the Opel Company to General Motors in 1929, did you and your husband retain 600 shares of Adam Opel, A.G.?

"A. As much as I know he and his brother Fritz retained some.

"Q. Of course, what your husband retained, you owned half of under the community property system, didn't you?

"A. Yes.

"Q. Do you read English, Mrs. von Opel?

"A. Yes.

"Q. Now this purports to be a copy of the gift agreement. Do you remember signing a paper which was the same as this paper, Plaintiff's Exhibit No. 5?

"A. Yes.

"Q. Do you remember the date that you signed that, Mrs. von Opel?

"A. I couldn't know it by heart, it is too long ago.

"Q. But you remember signing the original of that?

"A. Yes.

"Q. Do you remember whether you signed it at 175 Ruesselsheim or at Wiesbaden?

"A. I think at Wiesbaden.

"Q. And do you know Wronker-Flatow?

"A. I know him, of course.

"Q. And did he and his wife visit at your home in Wiesbaden?

"A. Yes.

"Q. And you knew him back in 1931?

"A. Or earlier. I don't recall. He is a General Motors man. I knew him since he was in Ruesselsheim.

"Q. And do you remember at this time whether Mr. Wronker-Flatow was there when you signed the gift agreement, Plaintiff's Exhibit No. 5?

"A. I can't remember, but my husband and my son were there.

"Q. Did they sign at the same time you did or had they signed already?

"A. I think they signed it already and came back from Ruesselsheim and told me about it at Wiesbaden.

"Q. And then you signed it at Wiesbaden as nearly as you remember.

"A. Yes.

"Q. Now, in that gift agreement, Plaintiff's Exhibit No. 5, some mention is made of a 'Niessbrauch'. Did you see that as you read it?

176 "A. Yes.

"Q. Now in that connection, I will ask you whether or not you ever received any income from the gift you made to Fritz?

"A. No, never. We received little presents, a wrist watch and one time my son Fritz arranged for a stag to be shot. Once in 1939 when we were in South America, Fritz gave us a certain amount in foreign exchange to help us for that trip. My husband tried to combine a business trip with a pleasure trip and we met the Opel agents in South America.

"Q. But you, yourself, never received any income from the gift?

"A. Never, never.

"Q. And to your knowledge, did your husband ever receive any income from this property which he gave to Fritz as a gift?

"A. No.

"Q. After you and your husband made this gift to your son, Fritz, did you have any left for yourself?

"A. More than we wanted. We never did want very much money."

(Mr. Laufer now on the witness stand, to read the answers in the deposition:)

177 Mr. Baum: Cross examination of Marta von Opel, beginning on page 92—

"Mrs. von Opel, after 1929 your son Fritz no longer had a residence in Germany, did he?

"A. My husband sent him to the United States and he was in Belgium for a time on behalf of General Motors.

"Q. And did he live in Switzerland for several years?

"A. Only for several months. He has a villa there. He was sometimes in Berlin and Westerland.

"Note: Westerland identified as a little island off Germany in the Atlantic Ocean.



"Q. After the year 1931, about how often did you see your son Fritz each year?

"A. After 1931 we did not see Fritz every year.

"Q. Between 1931 and 1939 did you see him on a number of occasions?

"A. Yes. Several times in his home in St. Moritz and he came here several times from Berlin."

Mr. Baum: That is all.

. . . . .

191 DEPOSITION OF MANFRED STANSFIELD  
(WRONKER FLATOW)

Mr. Gallagher: I now offer the deposition of Manfred Stansfield.

(The deposition follows, Mr. Gallagher reading the questions, and Mr. Ingoldsby, on the witness stand, reading the answers:)

"Manfred Stansfield was called on behalf of the Defendant, and, after having been first duly sworn by the Notary, was examined and testified as follows:

192 "Mr. Baum: This deposition is taken pursuant to notice dated March 12, 1948 and filed with the District Court for the District of Columbia on the 17th day of March, 1948.

"In addition to the appearances noted on the title page, there is also present Dr. Heinrich Kronstein, Professor of Law, Georgetown University, who is acting in capacity of interpreter in behalf of the Plaintiff. There is present Mr. Joseph Laufer, attorney for the Department of Justice acting as interpreter in behalf of the Defendant.

"It is mutually stipulated between the parties that these two persons are qualified to, and shall act as interpreters without taking oath.

*Direct Examination*

"By Mr. Laufer:

"Q. Mr. Stansfield, what is your full name?

"A. Manfred Stansfield. I changed my name from Manfred Wronker-Flatow.

"Q. You used the name Manfred Wronker-Flatow until what time?

"A. Until I was naturalized. With my naturalization I dropped the second part of my name and took the name of my mother.

"Q. What is your present occupation?

"A. I am an officer and director of a corporation.

"Q. Where do you reside?

"A. 49 West 57th New York.

193 "Q. Prior to your coming to the United States, where did you reside?

"A. Partly in England and for about 40 years in Germany, a little over 40 years.

"Q. Will you state briefly your education?

"A. Well, I was born in England. Up to the age of six, I had education in England, whatever you have, and then I went to Germany and went to the Humanistic Gymnasium, passed my matriculation there. I studied at Munich, Geneva, and Berlin, plus my legal examination as a lawyer.

"Q. When were you admitted to the bar?

"A. In 1920; to the Court in 1911. After the war, I was admitted to the bar.

"Q. Where were you admitted to the bar?

"A. In Berlin, later on in Wiesbaden, when I moved there.

"Q. After your admission to the bar in Berlin in 1921, where did you reside?

"A. In Berlin.

"Q. Until what time?

"A. Until 1930. In 1930, I moved to Wiesbaden.

"Q. How long did you live in Wiesbaden?

"A. Until the end of 1932. Then I moved to Ruesselsheim.

"Q. And you remained in Ruesselsheim how long?

"A. Until November, 1933, November 24, 1933.

"Q. And then you left Germany?

194 "A. I left Germany, yes.

"Q. And you came to the United States?

"A. Not right straight away. I first went to Switzerland and looked over the General Motors organization for General Motors in Europe.

"Q. And then you came to the United States?

"A. Well, I came to the United States quite often before I settled down, and that was in May, 1939. It may be June —no, I think it was the end of May, 1939.

"Q. After you left Berlin, did you continue to practice law in Germany, that is, in Wiesbaden and subsequently in Ruesselsheim?

"A. I did not practice law. I was a member of the Vorstand when I came to Ruesselsheim, member of the Vorstand of the Adam Opel A. G. I was a member of the board of supervision, I think you would call it, and, as such, I was also general counsel of Adam Opel A.G.

"Q. In addition to your training in German law, did you have any training in American or English law?

"A. The training I had was by studying personally, yes, and I was with Justizrat Schneider as Referendar before the war, who was the expert on American and English law. So, I had a practical education in American and English law. But, I would not, by any means, call myself competent in American law or English law. For the purposes it served, it was all right.

195 "Q. Were you ever a Notary in Germany?

"A. No. I never applied for it. I was all the time traveling practically. My practice was international and I traveled all over Europe and was very often in the United States and Canada.



"Q. You are now a citizen of the United States?

"A. That is right.

"Q. When did you meet Wilhelm Von Opel?

"A. 1928.

"Q. When did you meet Mr. Fritz Opel?

"A. It was also in 1928.

"Q. On what occasion did you meet these gentlemen?

"A. In 1928, there were negotiations between General Motors and the Opel Brothers regarding the sale of the Opel Plant or the Opel firm. At that time, the firm was not a corporation. In fact, I was rather instrumental in insisting on changing it to a corporation before we took it over.

"Q. You were retained by General Motors Corporation at that time, or had you been retained before?

"A. I was retained before.

"Q. Since when?

"A. Ever since General Motors came over to Germany, I acted for them for all of their activities. They had an Acceptance Corporation. I acted for Frigidaire and for the insurance company.

196 "Q. When was that, approximately?

"A. I would say it started in 1926 or 1925, something like that.

"Q. In dealing with Adam Opel A. G., were you acting on behalf of the General Motors Corporation?

"A. Are you talking now about the beginning? During then, they were the Opel Brothers, you see.

"Q. Were you ever retained by the Adam Opel, A. G., prior to the sale to General Motors?

"A. Not prior to the sale to General Motors, no.

"Q. But subsequently?

"A. Subsequently I went with General Motors, first on the board, as I stated. I was counsel of the Adam Opel A. G. I went in the board of managers.

"Q. That was when?

"A. 1930 that I went on the board of management.

"Q. Were you retained personally by Wilhelm Von Opel at any time?

"A. No.

"Q. At no time?

"A. At first there was strong opposition on the part of the Opel Brothers against American methods. They had built up their firm through a lifetime. They felt everything they had done was wonderful. I had to amalgamate that with American ideas. I had a lot of fights with the Opel Brothers to start with. As they saw that I tried  
197 to be fair in every case, I developed very nice friendships with both. I understand the Opel Brothers formerly also had terrible fights and they also remained brothers in spite of that. It developed into a very friendly relation and Wilhelm Von Opel treated me, after a very short while, as a very good friend, and all of his internal matters, most personal matters, he discussed with me. I should not say all, because I know only of these he did discuss with me.

"Q. But you were never formally retained by him as his attorney?

"A. No.

"Q. Were you ever retained by Mr. Fritz Von Opel?

"A. No.

"Q. In your capacity as general counsel of Adam Opel A. F. in Ruesselsheim, you had, of course, contact with all of the officers of the General Motors Corporation in the United States, did you not?

"A. Well, with all of those that had anything to do with it, and most of them I knew very well, but I knew them before as counsel of General Motors.

"Q. In your official capacity as counsel of General Motors, with whom did you deal in the General Motors organization here?

"A. On the legal level it was John Thomas Smith,  
198 and Charley Carroll was in the Export. That is on the legal level. Otherwise, there were many. J. P.

Mooney was the president of the Export Corporation at that time. There were Graeme Howard and Ed Riley. There were numbers.

"Q. You knew Mr. Pratt?

"A. Oh, yes, I knew Mr. Pratt.

"Q. And Mr. Sloan?

"A. Very well.

"Q. Mr. Brown?

"A. I had very little to do with Mr. Brown. I met him in John Thomas Smith's office.

"Q. And Mr. Bradley?

"A. I knew him very well; also the Fisher Brothers, Fred Fisher and Charley Fisher.

"Q. You mentioned before that negotiations between the General Motors Corporation and Adam Opel A. G. and Opel Brothers were carried on in 1928. What was the final result of these negotiations?

"A. Well, the first final result was an option for General Motors either to buy the plant of the Adam Opel A. G. and all the assets of the Adam Opel firm, to buy the stock if the Opel Brothers in the meantime converted their firm into a corporation. It was an option with the right for General Motors to investigate. Investigations took place. I would say that in March, 1929 the option was accepted and 199 payments were made, and escrow agreements were made and so forth.

"Q. What escrow agreements are you referring to?

"A. There was an escrow agreement—now, I have not seen those for many, many years, and I do not quite remember whether they were separate escrow agreements for Fritz Von Opel and Wilhelm Von Opel.

"Q. When you speak of Fritz Von Opel, do you mean the Brother of Wilhelm?

"A. That is right.

"Q. I am showing you now Plaintiff's Exhibit No. 3; and I ask you whether this is one of the escrow documents you



were referring to? This is a letter dated April 11, 1929, and addressed to the National City Bank by Mr. Wilhelm Von Opel.

"A. Do you mind if I read it to refresh my memory?

"Q. Read it by all means.

"A. I mean I remember it, but not the details. It would have been the end of March or early in April, I would say.

"Mr. Laufer: At a previous deposition, it was stipulated between the parties that the date of Plaintiff's Exhibit No. 3 is April, 11, 1929.

"Mr. Connor: That is at page 9 of the depositions here tofore taken.

"The Witness: This looks as if there were two escrow agreements. This would only be ten percent.

200. "By Mr. Laufer:

"Q: Could you tell us what the purpose of this escrow agreement was?

"A. There were many purposes. In fact, on both sides, there were different reasons for being quite satisfied in having this escrow agreement. In the first place, it was felt that it would be well to keep some German ownership, at least, at the beginning. When we had all the publicity, there was quite an uproar when the biggest automobile plant in Germany was sold to American control, and this enabled us to say that we felt there was at least as much capital still in the Opel firm as there was in most of the other German automobile plants.

"Now, I have to recollect a little bit. I know there were many considerations on both sides. There was quite some discussion about the question. When we started out, we were talking of 100 percent. While giving it a lot of thought on both sides, we could see some very good reasons why it should be traded this way. On General Motors' side, also

they wanted to keep the interest of the Opel Brothers. We knew that there would be quite some feelings because General Motors was going to scrap a great deal of the work that Fritz Opel had done; that is, the old Fritz Opel, on the engineering end; and they had a terrific program of cars ranging from the smallest four cylinder-car up to the eight cylinder car, compared at that time with the Cadillac. We

201 felt in the beginning we were going to reduce the program, beginning only with the one small model and later on to a small six cylinder model, and that was almost over the dead body of Fritz Opel. He did not say that, in so many words. We had all of these fights afterwards with him. We felt we wanted to keep him interested and have an interest in the development and not to break up. We felt that was one of the ways how to do it. That is the second reason.

"The first reason was very important for the General Motors.

"For the Opel Brothers, it was naturally also interesting to have some of the money outside of Germany. At any time it was interesting to have dollars or get dollars or be able to convert to dollars. I think that was interesting to the Opel Brothers to get it at a later date.

"I cannot say that I discussed this particular point before this was made, but maybe I mentioned it to the Opel Brothers that it would probably be advantageous.

"Q. So, what was the actual, final transaction that was made in 1929?

202 "... Before the option was accepted, the firm had been changed into a corporation. Now, at that time, my firm was already acting also for the Opel Brothers. It was a rather peculiar situation. With the permission of General Motors, we acted then for both parties practically. It is understandable why they would have my firm act in the change to a corporation, because they wanted to know that the corporation, as set up, would be satisfactory to General Motors. When the transaction was made,

the corporation was in existence, then the stock was purchased.

"Q. How much of the stock was purchased?

"A. Eighty percent, and 20 percent went into escrow.

"Q. Ten percent of this stock was referred to in this escrow agreement; is that right?

"A. Yes, I think that is the ten percent; ten percent of the 100 percent, that is right.

"Q. And the remaining ten percent?

"A. As far as I remember, in the name of Fritz Opel.

"Q. And these remaining ten percents were covered by a similar escrow agreement?

"A. That is correct.

"Q. Now, you say there were very good reasons on both sides why a German interest should be retained; is that correct?

"A. That is correct.

"Q. Would it not have been just as well served by having the Opel family own outright, retain outright, ownership in this 20 percent instead of subjecting them to this escrow agreement?

"A. General Motors wanted to be in the position at any time, when they wanted to, to make the 100 percent purchase. Of course, that is the way they started out; that was their original intention.

"Q. This agreement also provided that Wilhelm Von Opel or Fritz Opel could, in turn, request General Motors to take the stock off their hands?

"A. That is correct; but at a certain damage.

"Q. In what respect was there a certain damage?

"A. As far as I remember, the price was higher if General Motors asked and lower if the Opel Brothers asked. So, if they waited until General Motors asked, they would have gotten a higher price.

"Q. Was one of the considerations involved in having the German interest retained, problems of German taxation?

"A. On whose side?



"Q. On the side of either one, General Motors on the one hand or the Opel Brothers on the other.

"A. As far as General Motors was concerned, we set up a situation where the transfer would not be 100 percent in the name of the General Motors Corporation. Part of the stock went to the Argonaut Realty Corporation, five percent of the stock, if my memory is correct. That was set up with the idea if at any time the stock of the Opel Brothers, if they insisted on taking over, still General Motors would not own 100 percent of the stock. That was done because otherwise it would involve a real high real estate 204 tax. That tax was not meant really to hit cases like this, but it would have hit them. For that reason we protected it by having five percent to the Argonaut Realty Corporation.

"Q. On the part of the brothers, Wilhelm Von Opel and Dr. Fritz Opel?

"A. As far as tax was concerned?

"Q. Yes.

"A. Well, they did not discuss their tax problems at that time with me. They did later on, but not then.

"Q. Mr. Stansfield, I would like to ask you if you are familiar with the so-called gift agreement which was entered into between Wilhelm Von Opel and his son?

"A. Very definitely yes. I have not seen it for quite some time. So, I do not remember the exact wording of every one of them.

"Q. I would like to show you a copy of that agreement and ask you whether that is the one you refer to, Plaintiff's Exhibit No. 5?

"Mr. Connor: Mr. Laufer, since Plaintiff's Exhibit No. 5 was put into the record at the depositions taken in Germany I understand that you procured from Wilhelm Von Opel, a copy of a document purporting to be the original of the gift agreement, and that the document which you

have just handed to me is a photostatic copy of that purported original gift agreement. I think it would be well for the record if this were now marked Plaintiff's Exhibit 5-B, and that in the further discussion of the gift agreement, we might preferably refer to Plaintiff's Exhibit 5-B for identification in connection with the discussions of the gift agreement.

"Is that agreeable?"

"Mr. Laufer: Yes.

"Mr. Connor: Let the record show that there has been handed to the witness a photostatic copy of Plaintiff's Exhibit 5-B for identification.

"The Witness: That is the gift agreement, yes.

"By Mr. Laufer:

"Q. Were you present, Mr. Stansfield, when this agreement was signed?

"A. I am sure I was present when it was signed by Wilhelm Von Opel and Fritz Von Opel. I am not sure whether I was present when Marta Von Opel signed it. I lived at Wiesbaden at the same time Wilhelm Von Opel lived there. I know for certain it was signed. I remember that very definitely.

"Q. You say you remember definitely it was signed by Wilhelm?

"A. By both. I was present when it was signed.

"Q. Do you know when that agreement was signed?

"A. I do not remember the date, but I feel sure that the date on here was the date when it was signed, because I did not usually make agreements and have them ante-dated.

"Q. So, you state that you are sure that this agreement was not pre-dated?

"A. I feel absolutely sure, because I did not do that. When I was present and contracts were made, we did not ante-date them. It was not a practice.

"Q. Did you state to an official of the FBI that you recalled vaguely some discussion about pre-dating this agreement?

"A. Definitely not.

"Q. You never said that to the FBI agent?

"A. Definitely not.

"Q. Did you tell him that it was entirely possible that the agreement may have been pre-dated?

"A. I do not think I ever would have made such a statement.

"Q. You mean to say that you did not make such a statement to the FBI agent?

"A. Yes. About a half a dozen FBI agents—I do not know how many—have asked me the same question. I do not remember every question and every answer, but I feel pretty sure that I would not have said to him that it might be well possible that it was ante-dated. I would not expect to give such an answer.

"Q. Do you recall who typed the agreement?

207 "A. Well, I recall who could have typed it, and who was in the office of Geheimrat Von Opel, because it was in the office of Geheimrat Von Opel, and his chief secretary was Miss Uebel. I know somebody typed it and I know it was brought in and signed.

"Q. When you drafted this agreement of October 5, 1931, did you prepare an original draft, or did you have any preliminary drafts to work on?

"A. It would be my guess that there was a draft, very lengthy draft, of Max Hachenburg. I have the highest respect for Max Hachenburg, as a lawyer, but I did not think this quite met the situation we had there.

"Q. I am showing you now a document marked Plaintiff's Exhibit No. 8, and I ask you whether this is the draft of Dr. Max Hachenburg that you were referring to?

"A. It looks like it. I mean I do not remember every detail of it, but it looks like Dr. Hachenburg's.



"Q. Who was Dr. Hachenburg?

"A. One of the outstanding German corporation lawyers.

"Q. Did you know him personally?

"A. Yes; we worked together. He represented the Opel Brothers at our first meeting with General Motors on the purchase of the stock or the Opel plant. He had at that time, also made some draft of agreements which we did not accept, but we made very much simpler agreements that I drafted at the same time in English and in German.

"Mr. Connor: You are now referring to agreements with respect to the sale to General Motors?

"The Witness: That is correct; in connection with Dr. Hachenburg.

"We were very close together for days. I met him outside as a lawyer.

"By Mr. Laufer:

"Q. Did you confer with him also on the drafting of this document of October 5, 1931, the Agreement?

"A. I do not remember that I did, and I do not think I would have.

"Q. But you saw this preliminary draft that he had drawn up?

"A. That I remember.

"Q. Did you see any other documents that he had addressed to Wilhelm Von Opel or Fritz Von Opel about this very same agreement?

"A. It could be, but I do not remember.

"Q. I am showing you now Plaintiff's Exhibit No. 7, copy of a letter dated October 3, 1931, and addressed to Wilhelm Von Opel, and I ask you whether you remember having seen this letter?

"A. It is quite probable that I have seen it. I could not swear to it, but I would say Wilhelm Von Opel would  
209 have shown it to me.

"Q. I now show you Plaintiff's Exhibit No. 9, a copy of an outline of the gift agreement, which was contained as an enclosure of the letter of October, 1931, Plaintiff's Exhibit No. 7, and ask you whether you had seen this outline at the time of drafting the October 5, 1931 agreement?

"A. I do not remember this. I do not remember seeing it. If it was part and parcel of the correspondence up to the date when I made this other draft, then I might have seen it.

"Q. I am showing you now Plaintiff's Exhibit No. 10, copy of a letter dated October 5, 1931, written by Dr. Max Hachenburg, and addressed to Mr. Wilhelm Von Opel, and ask you whether you saw this letter at the time when the October 5, 1931 agreement was drafted?

"A. I do not remember that letter.

"Q. When you drafted this agreement with whom did you discuss it?

"A. Well, in the first place, with Wilhelm Von Opel, but Wilhelm Von Opel had discussed with me many times the desire to be able to preserve—he said he was not worried about income, and this went back years before this, say in 1929, after the agreement was made—he was worried about preserving for himself and for his family, or for his family, capital, as much of the capital as he could, and in 1931, starting, I would say, in the early summer of  
210 1931, as you know, the financial situation, the economic situation everywhere, was very upsetting, and people were very nervous about what was going to happen next. So, it was the outcome of many talks. It was not that we sat down in 15 minutes and decided this thing. We had discussed the general question behind this before. We had discussed it in many respects.

"The four Opel brothers had between them offspring of eight, six of them had gotten the full share of the Opel plant. One had gotten a good part as endowment when she married. This was the sister of Fritz Von Opel. Fritz Von Opel was the only one who never got anything out of it. In addition, he was the main one who lost by the sale. Before the sale was made, Fritz Von Opel was the man who probably would have taken over the general management of the whole plant. He was the one headed for that. In fact, if I remember correctly, he was made a member of the Vorstand as general director. He was called general director when the corporation was made. In the beginning when General Motors took it over, he and Mr. Wood were the two members of the Vorstand. But, it very soon appeared that it was not a team that could really work together, because the General Motors, I guess, naturally prevailed 100 percent, and the Opel families were not used to listening to instructions from other people. So, it did not quite work out.

211 "So, the idea was, when the sale was made—Fritz had lost his position, had lost practically his future, as a German industrialist, because the Opel family was not permitted to go in the automobile industry again. That was all the training that Fritz von Opel had. So, the idea of giving Fritz Von Opel a share similar to what the seven others had gotten, and most of them were younger than he was, was in the air. It was developed to this in 1931, when all the excitement about what is going to happen to Germany—are the Communists going to take over or are the Nazi going to take over? That led to the discussions with Wilhelm Von Opel. I do not think that I had many, if any, discussions about it with Fritz Von Opel."

(The reading of the deposition continuing, Mr. Boland now in the witness chair reading the entries.)



"Q. Did you have any discussions with anybody else?

"A. About this particular deal between Wilhelm Von Opel and his son?

"Q. Yes.

"A. I do not recall. I recall that maybe the mother was present sometimes, but otherwise it did not go outside as far as I remember.

"Q. Did you discuss it with Wilhelm Von Opel's daughter?

"A. I don't think so, at least, I definitely do not remember. I do not remember ever talking to her about business matters. I remember talking to her about her family  
212 matters, about her husband, but not about capital matters.

"Q. When you drafted this agreement of 1931, did you have the option agreement of 1929 on hand?

"A. I do not know.

"Q. Did you discuss it with Wilhelm Von Opel at that time?

"A. In 1931?

"Q. Yes.

"A. It could be. If I did, I don't remember, and I don't remember in what connection, but it could be. I really do not know the details. It is seventeen years back.

"Q. Do you recall whether you discussed that option agreement with Fritz Von Opel, the asserted donee?

"A. When you say the option agreement, do you mean the escrow?

"Q. Yes.

"A. Wait a minute. Whether I discussed the escrow agreement—I am quite sure we did, because it was so closely connected. We were not talking about the same agreement.

"Q. I was talking about the escrow agreement of 1929. I will repeat the question. Did you discuss the escrow agreement with Wilhelm Von Opel at the time when you finally drew up this agreement of October 5, 1931? I am referring now to Plaintiff's Exhibit No. 3.

213 "A. It would be naturally that it would have been mentioned. We knew the contents of it. There was not much we could discuss about it. It was a simple agreement. We knew what the contents were. It was part of the atmosphere.

"Q. You also mentioned or discussed this escrow agreement of 1929, Plaintiff's Exhibit No. 3, with Mr. Fritz Von Opel?

"A. I do not remember. Also there it is very well possible; it is almost probable, when we were in together in connection with this agreement, because of the way it developed—I would say we took that escrow agreement for granted to start with. It was part of the whole gift.

"Q. You testified before that this draft by Mr. Hachenburg was not acceptable and required modification; is that correct?

"A. Under the circumstances, yes, that is correct.

"Q. Would you explain to us why the original draft was not acceptable or required modification?

"A. Well, to understand this whole situation you have to put yourself into the atmosphere of October 1931 in Germany, which was similar to the atmosphere here now today, or anywhere, when you start discussing whether there is going to be a war or not, or is this part of the country going to turn Communist or is not—many things we know today we did not know seventeen years back. We did not know at that date whether we had a lot of time to  
214 go through a very complete set of how this should be handled in planning your future, in a very careful way for the son and so on, or whether you had only 24 hours to do it, you see, because emergency decrees were coming out one after another. I do not remember any more the dates when they came out. I know at that time there was a hectic situation.

"Q. What emergency decrees are you referring to?

"A. I am not referring to any detail. There were very many and the current economic situation was almost growing out of hand.

"Q. Are you now speaking about the emergency decrees by the Bruening Government or any specific emergency orders that might have a bearing on Mr. Von Opel's specific situation?

"A. At that moment, there were no emergency decrees that prevented doing what we did with the gift agreement, but we did not know whether within 24 hours there wouldn't be something to that effect, or in three days or in three months. Before the things happen, you do not know what date they are going to happen.

"Q. Are you referring now to decrees governing foreign funds control in Germany?

"A. Anything could interfere with Geheimrat Von Opel making the gift to his son effectively and disposing of stock that he had outside of Germany.

215 "Q. Such decrees would be decrees governing currency and foreign funds; is that not correct?

"A. Don't let me tie myself down to anything. It was a big cloud. We did not know what it might be, what things that would interfere with doing what was the intention to do.

"Q. Do you recall that on October 2nd, the German Government issued an additional emergency decree relating to foreign funds control which strengthened the extent of government control over foreign funds?

"A. I do not remember that it was done on the 2nd of October. Even if the date was October 2nd, it does not mean you knew it on the 2nd of October. It could have been a few days later.

"Q. Or a few days earlier?

"A. That you knew about it, before the 2nd day of October?

"Q. Yes.



"A: I do not remember. I do not remember any one of the dates. I have not gone over those things. I must say I only got my books after fifteen years, just about a month ago. So, I was out of contact with those things and they did not mean anything more to me, the date. What I was concerned with at that time was whether, when we made the agreement, we could do it, whether it was legally possible. I was under the impression, and I suppose everybody else would have been, that it was necessary to act  
216 very quickly and very smoothly, to make it effective.

"Q. So, the whole transaction was carried through with some degree of urgency and haste?

"A. It was almost hectic. I mean at that time the Nazi had gotten into power. In every election, they got more votes. Some people thought, in spite of that, that we might go Communistic, but other people thought they might go National Socialistic, but few people knew what the difference was, but they knew it would not be good for the capitalists.

"Q. I am returning to my question: Why was the draft by Mr. Hachenburg abandoned? You said, did you not, that there were too many details in this agreement?

"A. Yes.

"I will give you a little bit more background. I had a lot of experience in Peace Treaty settlements after the last war, and I knew how important it was that transactions were made on certain dates and that they were made so that they would stand up under the scrutiny of examination and cross examination. So, I knew that the important thing was to get this gift settled in a way that somebody outside of Germany was the one who owned it, that it would not be subject to German legislation any more; that no pressure could be brought about handling this, and for that reason, a lot of things were done that when you look at it as a lawyer, who is used to taking things  
217 very peacefully and has a lot of time to think things over, you might do them a little bit differently, but

I knew that the main thing was to get it out of German legislation if we wanted to make this gift effective, and so that it stayed outside.

"I must say one thing, how capitalists felt in those days. There was a fear. Some feared Communism and some feared National Socialism, but they all feared something. There was a saying at that time that money alone does not make you happy. In Germany it was said, 'Geld allein macht nicht glücklich, man muss es in der Schweiz haben.'

That is, money alone shouldn't make you happy; you should have it in Switzerland to be happy about it. That meant you had to have it outside of Germany.

"There was also a good reason why this transaction should take place outside of Germany just as fast as possible, and for that reason we did some of the things you would not do otherwise in your dealing with a stranger and not between a father and a son:

"Q. Do you know whether, at the time of this agreement, there was some form of understanding between Wilhelm Von Opel and Fritz Opel as to how the shares that were the object of the gift were to be handled?

"A. I can tell you my own opinion and my own recollection about this situation. I felt the right thing  
218 would be for Fritz Von Opel to sell the Opel stock just as fast as he could, and for this reason: I did not want to have it in escrow there and have a situation where pressure could also be brought upon General Motors. I was interested in General Motors getting out of the whole situation. If it was known that there was an escrow agreement and that General Motors were the people who could decide—we said there was so much capital in German hands. We did not say whether it would stay in German hands or not; we never mentioned that. But, in case there were regulations that would force the Opel brothers to bring their money in or something like that, General Motors would have been under the same pressure. They would have been forced, not by law maybe, but

by pressure that could be exerted on the various corporations, and I know how General Motors would have acted if they had been told by the Government. They would have said, 'Well, we will wait until all this is clear and clarified and so on.' For that reason, it was my opinion that if the gift was to be made effective in every respect—that is, being subject to German laws—it should get out of the escrow of General Motors—that was the main thing that I felt should happen.

"Q. And you communicated this opinion of yours to your friend, Mr. Wilhelm Von Opel, and to Mr. Fritz Von Opel at that time?

"A. I am sure I expressed it. I do not know  
219 whether they were so clear about this, but I made it very clear that I would act quickly and would do that. I have given a lot of advice that was never followed, not only in this respect. I did not keep a diary of everything I said. I must say that too.

"Q. The draft of Mr. Hachenburg's contained rather detailed references to a holding company?

"A. Yes.

"Q. Do you know whether or not there was an understanding between Wilhelm Von Opel and Dr. Fritz Von Opel to have these shares transferred to a holding company?

"A. I do not remember that at all. Let me put it this way: I felt that the only thing that was urgent was to get it out of the General Motors and have it under the control of Fritz alone, and nobody else had to decide what should happen to the proceeds of these shares, but Fritz Von Opel outside of Germany. That was my personal opinion in the whole thing. I felt that everything else could be handled afterwards. That was not urgent. I am sure I said, 'I do not want to burden the situation at this moment,' because what he was given was practically part of his inheritance, in any case, and so on.



"Q. Do you recall whether or not it was clear between Mr. Wilhelm Von Opel or whether it was made clear as between Wilhelm Von Opel and Fritz Von Opel during this drafting period, that the Opel shares or their 220 proceeds should be transferred to a holding company?

"A. Well, there is no question that some talk must have been about that subject, on account of the Hachenburg letter and draft. I mean that would have brought up the question. I am sure that I just brushed that aside because I did not feel that was a thing that was important at this moment.

"Q. I am not so much concerned about your personal opinion at that point, but as to your observation as to the relations between Wilhelm Von Opel and Fritz Von Opel with regard to this matter.

"A. Well, I have tried to think of it. I don't remember from that time. I have heard it afterwards. I do not remember at that time whether we went into any detail about any holding company or anything. I was in the management of a concern that was very busy and I was asked to sit in and help straighten this situation out. That could all be done quickly because we had discussed the problems that we were trying to solve very often before.

"Q. I now show you a transcript of record in the case of Uebersee Finanz-Korporation Aktien Gesellschaft versus Rosen and others in the United States Circuit Court of Appeals, and refer you to page 30 of that record, where there is an affidavit by Manfred Wronker-Flatow, dated June 6, 1935, and call your attention to a statement appearing on page 31, and ask you whether this refreshes your memory.

221 "Mr. Connor: May I suggest the witness read the whole affidavit?

"The Witness: 'In September and October, 1931, I advised Dr. Wilhelm von Opel and his son Fritz von Opel in the preparation and execution of a deed of gift from the former.

to the latter, of which a copy is attached to the affidavit of Mr. Fritz von Opel herein marked Exhibit R. I participated in the conversations which led up to the execution of these documents. In these conversations, it was stated by Dr. Wilhelm von Opel and Mr. Fritz von Opel that the securities should be transferred to a corporation for the purpose of protecting the interests therein created by the deed of gift. The clauses in the deed of gift relative to the usufruct reserved to the parents of Fritz von Opel were particularly insisted on by Dr. Wilhelm von Opel, who said that he attached the greatest importance to this restriction on and reservation from the gift. As drawn by me the deed of gift, Exhibit R, was drawn for the purpose of carrying out the intention of the parties so expressed.

"Is that what you wanted me to read?

"By Mr. Laufer:

Q. Yes.

"A. This was in 1935 and this is 1948, and probably what I said at that time was fresher in my mind. At this moment, I do not recollect.

222 "Q. Do you remember having made this affidavit to an American court in 1935?

"A. I remember having made an affidavit at that time, and I suppose it is that.

"Q. Will you have a look at the entire affidavit and see if you can identify it as your own?

"A. Well, I made an affidavit to that effect. I suppose it is verbally what I said. That, I cannot swear to without seeing my own draft. I do not remember every detail of it.

"Mr. Laufer: I will have marked as Defendant's Exhibit D-34 the affidavit of Manfred Wronker-Fiatow, dated June 6, 1935, appearing on pages 31 to 35 of the transcript of the record in the United States Circuit Court of Appeals for the Second Circuit in the case of Uebersee Finanz Korporation Aktien Gesellschaft versus Walter T. Rosen et al.

"By Mr. Laufer:

"Q. Coming back to this drafting period on or about October 5, 1931, did you know at the time that Fritz von Opel held an option on certain shares of a Swiss corporation called Uebersee Finanz-Körparation?"

"A. I do not recall hearing that name until long after that.

"Q. Did you know that he held options on shares in some Swiss corporation at that time?"

"A. I do not remember that I did.

223 "Q. You stated before that about that time when the gift agreement was signed, the sale of these shares had been practically decided upon; is that correct?"

"A. I know that I personally was strongly in favor of selling them.

"Q. Well, I am interested in the intentions of the parties.

"A. I flattered myself that they were following my advice. Whether they were going to or not, I do not know. I prepared everything so they could do it, and could do it smoothly and without any noise.

"Q. I show you again a copy of the alleged gift agreement of October 5, 1931, and marked Plaintiff's Exhibit 5-B, and call your attention to the second sentence in the first complete paragraph of this agreement which reads in English that the agreement was made, 'In order to preserve the property in the male line of descent' of the Opel family, and I would like to ask you to explain the meaning and purpose of that statement?"

"A. Well, you see, this agreement was in an unorthodox way for this reason. Properly, the agreement should have been made before a notary public and under the ordinary circumstances, that is what we would have done. A notary public, under German law, is something entirely different from a notary public over here. I wonder whether I have to go into detail there?"

224 "Q. If you will state briefly the difference.

"A. Well, the difference here, I believe, anybody



who can write their name and a few other things can apply to become a notary public, and he has to be able to answer some questions that he knows before he goes to answer them. Over there, you have to be a lawyer of old standing. In some states over there, you could only be a notary public, but you had to be a fully qualified lawyer, with qualifications to become a learned judge, in any case, in any state, you have to have that qualification, as far as I remember.

"Now, in those states that I really know, as a rule, they were lawyers of old standing that became notary publics. When a notary public took up a notarial act, he kept the originals in his own notarial file, and all he handed over to the parties was a copy, a certified copy of the original. If the notary died, for instance, the originals would go to the court, and the court would keep them, and God knows how many years later, you could always get a certified copy of that original, and it was as good as the original in any place under the law. The notary public files were always open to inspection at any time because he had to take care of the payment of stamps, duty taxes.

"Q. Inspection by whom?

"A. As far as I remember, by the tax control, to see that the taxes were properly taken care of. In many  
225 cases, the notary did not have the right to hand over certified copies before those taxes were paid.

"So, we had a good many reasons why, at that time, we did not want to run into danger of having any publicity of a big gift being made, a gift of this extent being made. We did not want it to leak out until the gift was effective and was really made valid. It was my idea at that time that the quickest way to act was that way without any publicity and have Fritz Opel take care of the whole situation.

"Q. I should like now to revert to my question, why the statement was made in the first paragraph of this gift, 'In order to preserve the property in the male line of descent'?

"Now, although we did not want this document to become public property before we really had obtained the purpose of this document, that is, to get this part of the Opel fortune into hands that would not be subject to the German laws any more—before we had achieved that, we did not want it to become public property. After that, we knew we had to present it, and we had to state that gift was made and gift tax had to be paid. So, for that reason, knowing the sentiment of the Germans, we did not have to tell them and we did not want to tell them—in fact, the transaction that was being made was parting with the Opel's stock to an agent.

226 So, I can assure you, we made many documents that way, that were made for the Nazi people to read them and be happy about them when they read them. This read all right for a Nazi, to see that the father who was subject to Nazi pressure, wanted the son to keep this in the family.

"Q. At that time, in 1931, what Government was in power?

"A. The Bruening Government.

"Q. When you speak of Nazi pressure, you are referring to some indefinite future?

"A. Yes.

"Q. You just stated that you wished to keep the situation under your control until the shares were sold; is that correct?

"A. Yes; until they could not touch it.

"Q. You said before, you avoided a notarial act in order to preserve the secrecy of this transaction?

"A. That was one of the things. I do not know whether I said secrecy or not; keep it in the family.

"Q. You said you wanted to keep it in the family?

"A. All right.

"Q. In making a notarial act, the only access to these notarial files would be had by the Government; is that correct?

"A. Right; and the tax authorities; and whatever that meant already then, and whatever it meant in the future, we found out later on to the fullest extent, but we had some idea what it could mean.

227 "Q. So, you wished to keep the agreement a family secret, at least until you had sold the shares; is that correct?

"A. The same as we did with the whole Opel transaction in 1928 and 1929. No publicity came out of the Opel transaction until it was finalized. For six months, nobody knew anything about it, about the way we handled it.

"Q. But the 1929 transactions were formalized and finalized before a notary public; is that right?

"A. Not at the beginning. At the beginning, two of the agreements were signed in Paris and one of the managing directors—in fact, the managing director of the General Motors GMBH—had typed the English agreement, and my wife, who was a very poor typist, who never did it for any business purposes, typed the German agreement and Hachenburg dictated while I wrote the German part and English part. We kept the secret there too as long as necessary.

"Q. This agreement of October 5 was never formally notarized afterwards?

"A. It was not necessary, because you could legalize the gift just by performance.

"Q. When was the gift perfected under German law after the signing of this agreement?

"A. When the transfer of the donated object was actually made. I hope 'transfer' is the proper word in American legal law.

"Q. When was the gift then perfected?

228 "A. At that date it was perfected.

"Q. At that date it was perfected?

"A. Yes.

"Q. You stated before that you wished to wait. You did not mean to say you wished to wait until the perfection of



the gift, because the agreement, itself, constituted, according to what you say now, the perfection of the gift?

"Q. Not according to what I said, no. The agreement itself was not notarized and thereby, there was no legal possibility to sue, for instance, under that agreement. If it had been notarized, then the donee could sue the donator."

Mr. Burling: I appreciate the difficulties counsel has in reading. I would respectfully request that he endeavor to read it as much as possible so that the meaning we gave to the sentences can be brought out. I am sure it is through inadvertence that counsel has read through a great many commas.

Mr. Gallagher: You want the commas read?

Mr. Burling: I don't want the commas read.

Mr. Gallagher: The pauses, you mean.

Mr. Burling: I want the sense brought out.

Mr. Gallagher: I am sure we can. I wanted to expedite it.

Where did we leave off?

The Court: You read that part, Mr. Burling.

229 Mr. Burling: May I read it?

The Court: You read it.

(The reading of the deposition continued, Mr. Burling now reading the questions and Mr. Boland the answers):

"Q. At that time, then, was the gift completed?

"A. In fact, when the shares got in the power of Fritz von Opel, or whichever way it was done afterwards—I do not know how they handled it at the final stages. I know what we did so they could handle.

"Q. So, the gift, what is called in American law, an escrow agreement, it was not the transfer itself?

"A. That is correct.

"Q. So the execution of the gift was to take place at some later stage?

"A. Correct.

"Q. And in what form did you visualize the effectuation of the gift?

"A. Well, there were two possibilities. There, again, I want to make it clear, I had this double capacity. I did not want to have General Motors involved in any way in this whole thing, and for that reason, for quick action and not make it necessary for American lawyers to pass on the legality of the gift act and so on, I just made out power of attorney for Fritz von Opel so that he could go over and give instructions to General Motors to get out  
230 of the escrow. From then on, as far as I was concerned, they were practically on their own. I had opened the doors of how to do it and how to get it under control. Whether they did it or how they did it, it was up to them. I do not think I followed through on the further steps.

"Q. If Fritz von Opel never took the shares out of escrow but sold them directly to General Motors, when, in your opinion, was the gift executed?

"A. Well, he was acting at that time, as far as the outside was concerned, on behalf of the owner of record. I would say that the moment he put into his own name either the shares or the proceeds, he had the right to act as the owner of the stock, from that moment, because Wilhelm von Opel immediately gave him the power to act. This power was also for several reasons. One of the reasons was my experience with legal foreign documents getting into the hands of American lawyers and the time it takes before they decide that this document is in order and they can transfer millions of dollars to somebody else. I mean they do not do that in a half hour's time.

"Q. You mentioned before that you thought the gift was completed at a time—

"A. When the transfer was actually made.

"Q. When the transfer was actually made to Fritz von Opel's own name?

231 "A. To Fritz von Opel.

"Q. To Fritz von Opel as the attorney in fact, of Wilhelm von Opel?

"A. Wait a minute. You talk about the shares. Internally, it was the understanding that he was the owner at that moment. Externally, there was no intention—in fact, it was the intention not to make that clear, because the proxy was not in order. It was, to an extent, taking the place of a complete notarial act.

"I do not want to decide at this moment, without thinking it over very carefully, at what moment this gift agreement became effective by performance.

"Q. What sort of shares were these automobile shares?

"A. Usually they were bearer shares, so I suppose they were bearer shares. I mean German shares, as you probably know. They were in escrow under the name of Wilhelm von Opel.

"Q. Coming back to the gift agreement of 1931, do you remember that it contained certain provisions about Niessbrauch? Whose idea was this insertion of this Niessbrauch provision?

"A. Probably everybody's. There again, you must think of the situation, that we did not know what was going to happen. I personally felt that the Nazi had a good possibility of getting into power, and their programs were printed all over the place. So there was a possibility that some day, capitalists would be very happy if they could walk out of their country with their hat on and

232 would know where to go. Now, naturally, Geheimrat von Opel always had a claim against his son. If the father could not take care of himself, he could always ask his son to take care of himself, but the extent he had to take care of himself was not the same as if he got a proper usufruct.



"You see, there were two ideas. In the first place, the substance had to be preserved outside of Germany. It was my opinion that that could only be done if there was 100 percent, an absolute, transfer of title to the substance to Fritz von Opel. I have seen such cases before. The second thing was if everything went wrong in Germany, the same way it went wrong in Russia before, he would still have something outside that he could fall back upon. It would not be the substance, but it would be part of the fruits of the substance that he would have for himself, and for his wife in an emergency. And, there again, we did not complete that in this agreement. We opened the doors. We expressed intentions understandable. We relied more on the son carrying out the expressed intentions in the case of emergency than pinning it down in a legal agreement as you would do if you were giving away part of your fortune to a stranger with no obligations and, certainly, no moral obligations.

"Q. If that was the purpose, would your objectives not have been just as well served, or better been served, by leaving out any references to Niessbrauch instead of specifying the circumstances, such as Niessbrauch, since it involved a transaction between father and son?

"A. Yes. It is very easy today to decide what would have been better or what would not have been better, and I agree with you that probably Niessbrauch was not the best way. It was started by Hachenburg to throw in Niessbrauch. Personally, I would have probably only mentioned the intention to do this and would have expected the son to carry it out. It could have been done in a different way.

"Q. You were the final draftsman of this agreement, were you not?

"A. I agree. I had just about as much time for drafting as you have for catching a lunch, and so on. Nevertheless, it does not make any difference, as far as I am concerned, because it could have been handled that way if they

wanted to. You see, they wanted a much more elaborate setup.

"Q. They insisted on the insertion of this Niessbrauch?

"A. Something to that effect. At that time Niessbrauch was used, yes. It may not be the proper thing to mention this, but I would think Wilhelm von Opel also wanted to have a little whip in hand some time over Fritz that he could use suddenly. He had so much money and income out of this that he would know he had to talk to his father about it any time his father wanted him to do so.

234 "Q. So, Fritz von Opel was not pleased with the insertion of this Niessbrauch?

"A. I would not say so.

"Q. Now, you drafted these Niessbrauch provisions in their final form. Were they validly created?

"A. The Niessbrauch?

"Q. Yes.

"A. All I can say was that I drafted this agreement. I knew that this agreement itself was not more than a letter of intention, as far as that is concerned, but always relying on the father and son relation. I would say it goes a little further, because I would say it is worded in a way that the father could sue Fritz von Opel to create a Niessbrauch under agreement. I think that is the case. But, we did not talk about law suits at that time. I do not think they ever had them, as far as I know.

235 "Q. I call your attention to a statement made by you in your affidavit of June 6, 1935, Defendant's Exhibit No. 34,"—Now Defendant's Exhibit No. 8, old 34—"in which you say, 'The clauses in the deed of gift relative to the usufruct reserved to the parents of Fritz von Opel were particularly insisted on by Dr. Wilhelm von Opel, who said that he attached the greatest importance to this restriction on and reservation from the gift. As drawn by me, the deed of gift, Exhibit R, was drawn for the purpose of carrying out the intention of the parties so expressed.'

"Is that statement correct that you made at that time?"

"A. He did think it was important to have Fritz still a little bit under control, as far as the income was concerned, and if he went haywire, he could step in and put him on the right track.

"Q. So, the Niessbrauch was something that was to be immediately effected as a potential whip or, so, as you termed it?"

"A. I did not say that, that it had to be immediately effective. Everything here was only pointing the way they wanted to handle things.

"Q. Unless the instrument created this power of Wilhelm over Fritz, the intention of the parties would not have been carried out?"

"A. Well, the gift was not carried out by that 236 document, neither. They were both relying on each other that they would.

"Q. I call your attention further to a statement in your affidavit of June 6, 1935, in which you state as follows:

"In German law, the right of usufruct (niessbrauch) was and is recognized to be a separate estate of the thing and to be a real thing or right in rem (dingliches recht) in the thing. By virtue of this concept of German law, and the deed of gift itself Dr. Wilhelm von Opel and his wife retained an independent property right in the securities described in the deed of gift and in any and all proceeds thereof, which independent property right gave the parents certain definite rights and powers under German law with reference to said securities and their proceeds."

"You then specify the various rights of the parties involved in this Niessbrauch.

"You still think that this statement states the law correctly as it applied to this particular transaction?"

"A. Let's put it this way: I was under the assumption that everything had been done to carry out the letter of the deed and to make it really effective. I did not know it had been. In case it had, those were the conditions.



“Q. You mean to say now that you made an affidavit in 1935 to the Court without ascertaining from the parties involved what was actually done pursuant to the agreement you drafted?

“A. I gave a legal opinion on conditional situations, but I did not pass any opinion on the transactions they had done without asking me, and afterwards I did not know how they had done it. I was under the impression that they had been done at that time, that both had been made effective.

“Q. But you did not make a statement on German law, as a legal expert alone; you make this statement as the draftsman of the agreement; you made statements in this affidavit as to the intentions of the parties and so on?

“A. Those were the intentions, yes. Whether they carried them out, that was something else. I did not say they carried them out, because I really did not know. In fact, I must say I took it for granted they did.

“Q. I am reading now another portion of this affidavit, and I am quoting as follows, from page 34 of the transcript of record:

“I am informed that with part of the proceeds of the securities described in the deed of gift, Exhibit R, Mr. Fritz von Opel purchased shares of a Swiss corporation, Uebersee Finanz-Korporation A. G. If this be the fact, I am of the opinion that under German law the above-described rights and obligations based on the reserved usufruct would attach to the Uebersee Finanz-Korporation shares in the same manner as if these shares had been described in the deed of gift itself.

238 “I am informed that with part of the proceeds of the securities described in the deed of gift, Exhibit R there was purchased a quantity of gold now situated in the United States. On this assumption of fact, I am of opinion that under German law the above-described rights and obligations based on the reserved usufruct

would attach to this gold in the same manner as if the gold had been described in the deed of gift.

"From these statements, it would appear that you obtained information from Mr. Fritz von Opel or somebody who had knowledge concerning the affairs of the Uebersee Finanz-Korporation as to what was actually done after you had drawn up the gift, and you stated in this affidavit on the basis of your information so obtained; is that correct?

"A. Everything is correct that is in there. The way it was stated there, I was informed that was the case. If that was so, those are the consequences, under the assumption that the original niessbrauch was actually effected, because, otherwise, nothing was part of it up to that point.

"Q. Did you have any doubt, or do you have any doubt now, as to the correctness of the statement made in this affidavit?

"A. Which statement?

"Q. This last statement, I am of the opinion that under German law, the above-described rights and obligations based on the reserved usufruct would attach to this gold in the same manner as if the gold had been described in the deed of gift.

"A. Well, it would follow very definitely. If the substance changes from one substance to another, the usufruct stays on there. At some place, it has to be real created niessbrauch. If it has, then, the substance remains a subject of niessbrauch.

"Q. Well, coming back to your affidavit, you did state there; did you not—

"A. (Interposing) If it is there, I did.

"Q.—independent property right was effectively created?

"A. Let me see what I said.

"Q. If you care to read the entire affidavit, just take your time.

"A. This, I would say, is only correct with the assumption that it was actually carried out the way that it was intended.

"Q. Did you spell out any such assumption at that point?

"A. I do not think I had any doubt at that point. I must have been given that impression that it was, but I would not go into that. That must have been my impression at that time, otherwise I would not have said it.

240 "Q. Mr. Stansfield, did Wilhelm von Opel ever discuss with you the advantages of having Fritz von Opel classified as a devisen<sup>aus</sup>laender, or foreign national, within the meaning of the German Foreign Funds Control Laws?

"A. We discussed the possibility of having Fritz von Opel outside and the advantages that might have, in some respects, long before there was this devisengesetzgebung, that we are talking about.

"Q. And what were the advantages that you saw in having him classified as a foreign national, non-resident of Germany?

"A. Well, to prevent him from being subject to laws that might be—might come out in the future, where it would be of importance.

"Q. Was this qualification or classification of Fritz von Opel as a devisen<sup>aus</sup>laender or foreign national, for purposes of Foreign Funds Control, discussed at the time when this 1931 agreement was made?

241 "A. I don't remember that at that time there was much talk about that.

"Q. Did Wilhelm von Opel ever express himself to you as to the advantages of having Fritz von Opel so classified, after Fritz von Opel had left Germany?

"A. Well, we have discussed the advantages. We had seen so many examples of situations like that, from people who came from Russia; and we know about what had happened to them; and from other countries; that we have talked about those things. I was very much aware of the



importance of it; and I don't know how much we had to talk about it. We had demonstration lessons since 1917 directly in front of our nose. I think every American today understands it, more when they see the Hungarians and the Czechoslovakians, and all these people come over here.

"Q. Do you know whether Wilhelm von Opel ever tried to modify the escrow agreement of 1929, by negotiations with the officials of the General Motors Corporation, before this alleged gift agreement of 1931?

"A. I think from the very beginning they disliked the fact that they were going with the mark up or down. They didn't like that, that General Motors would not run the risk of what happened to the mark; and they didn't like it so much.

"Q. Why shouldn't it be to the advantage, in a way, to General Motors, if it is a disadvantage to the Opel family?

"A. Well, they didn't know—it was a risk to both sides. If they could have pinned it down to exact, absolute figures, that they would have liked to have done; but that, they couldn't do.

"Q. Do you recall whether there were negotiations concerning a modification of the escrow agreement along these lines?

"A. You mean after the escrow agreement was made?

"Q. Yes.

"A. I remember up to the point, there were a lot—at the moment, I don't remember any talks—you mean between '29 and '31?

"Q. That is right.

"A. I don't remember any at the moment.

"Q. If such negotiations took place, would you have been one of the negotiators?

"A. It could be. They could also have taken it up directly with the head office.

"Q. I was speaking just now of modifications prior to the alleged gift agreement of 1931. Do you know whether after

that date, there were any negotiations concerning such a change?

"A. After the gift agreement?

"Q. Yes.

"A. I don't remember, from my own recollection, that there were any such.

243 "Q. Mr. Stansfield, I am showing you now Defendant's Exhibits 6 and 7, and ask you whether you have ever seen these before?

"A. What is it, on page 4 here? I see now what it is. It is a cable. I just didn't know what—

"Q. This here (indicating)..

"A. I remember that Geheimrat von Opel—I am trying to remember. There was something between Fritz Opel—that is, old Fritz Opel—and Wilhelm von Opel; they had an argument always about this.

"Q. What was the argument about?

"A. About the gold clause. In fact, from the beginning it was very strong objection not to have that in. People were not afraid in 1928 of the dollar, or 1929 of the dollar; but they were afraid of the mark. But I do not recall detail about this. I mean, in detail, I don't remember what this all was about.

Wilhelm von Opel personally, probably would have preferred—there is another one; that is their reply, yes?

"Q. Yes.

"A. I really don't remember this exchange of cables. I don't remember it. It was not in line with my thinking on the whole plan.

"Q. Do you remember what happened after the execution of this agreement on October 5?

244 "A. Well, in what respect? A lot of things happened.

"Q. Well, in accordance with what the parties planned at the time, as you understood it?

"A. Well, if I remember correctly, Fritz left almost immediately for the United States; and as I stated this morn-

ing, I believe, already, I felt the easiest way to handle it was to get it out of the hands of General Motors. For that reason, if I saw the telegram of the third, I believe I would have advised against it.

"Q. Do you know when Fritz von Opel came back from the United States?

"A. Fritz did?

"Q. Yes.

"A. No.

"Q. Was it immediately or—

"A. I don't remember.

"Q. You do not remember?

"A. Not at this moment. I don't remember. If you will help me, maybe—

"Q. Do you recall a visit by John Thomas Smith, the general counsel of General Motors in Ruesselsheim, about that time, or somewhat later?

"A. I recall a number of visits of John Thomas Smith, and I don't think I could fix any dates at all with regard to it.

245 "Q. Now, after October 5, 1931, did you at any time discuss this agreement, or its execution with Wilhelm von Opel or Fritz von Opel?

"A. The execution of the agreement?

"Q. That is right.

"A. No, I don't—I don't remember. I would have only discussed it if they asked me any more questions.

"Q. Well, did they ask you any more questions after that?

"A. I don't remember.

"Q. You do not remember?

"A. Nothing, as far as I was concerned, nothing of importance happened where I was acting for them in that respect. They did it without me, whatever they did, after that.

"Q. Were you ever consulted by either Wilhelm von Opel or Fritz von Opel concerning any taxes payable on this transaction?



"A. Well, we were very clear that gift tax would have to be paid; and that was discussed; but it was not my business to say how much the gift tax would be, and how that had to be handled; because they had their tax experts.

"Q. You did not deal at all with the tax aspects of this transaction?

"A. If I talked about taxes, it was only in a very general way; but not for me to act as an expert on it.

246 "Q. Do you know whether Wilhelm von Opel had disagreements or difficulties with the tax authorities, concerning the amount of taxes payable?

"A. He would have been quite an exception, if he didn't have some difficulties with the tax authorities in those days, I would say. Anybody who had a lot of money had a lot of discussions.

"Q. But you do not remember anything definite about that?

"A. You see, I remember very much later—but that—

"Q. When was that?

"A. That had nothing to do—in '33; yes, in '33 and '34, there were tax—difficulties—I don't know; it had nothing to do with taxes, I believe. I am not quite sure.

"Q. Then you are not speaking of tax difficulties in 1933 or 1934?

"A. No, I don't think so.

"Q. And you did not discuss these tax aspects of the gift with officials of General Motors either?

"A. Of the gift? I didn't discuss the gift with the officials of General Motors at all.

"Q. You never did?

"A. I don't remember that I ever did; and I don't think I did. I feel pretty sure I didn't.

"Q. And you say—

"A. In fact, I did not want to involve them in the whole thing.

247 "Q. And you say that you did not consult with them on the tax aspects, either, of that gift?

"A. General Motors?

"Q. That is right.

"A. I don't quite see what aspect I should discuss with General Motors, as far as the gift is concerned. I don't see your point. Maybe it is—

"Q. Do you recall that a proposal was made at one time to repurchase this minority interest on the part of Wilhelm and Fritz von Opel, or Wilhelm von Opel alone?

"A. I do; because I came over to the States in connection with that.

"Q. Had this proposal anything to do with the problems of German taxation, in which Wilhelm von Opel was involved, as a result of the gift?

"A. I really don't know now, at this moment, what was the reason why they wanted to discuss that at all. I wouldn't know at the moment.

"Q. Do you remember whether the Opels at one time suggested to the officials of General Motors Corporation that the Opels should reacquire the interests that they had transferred, this minority interest that they had transferred, in a purely fictitious fashion, so as to make the Opels appear again as the owners of this minority interest?

248 "A. There was some pretty wild scheme, I believe, that was not acceptable to General Motors, at all, the way it was put up.

"Q. It was put up by the Opel family though?

"A. I think so, yes; was brought up by the Opel family.

"Q. That they would reacquire the shares in a purely fictitious way?

"A. I wouldn't use the word 'fictitious' because I don't remember the detail of it. It never came off; and it did not—

"Q. I show you now a letter dated June 2, 1932"—

Mr. Gallagher; I want to point out at this point, Your Honor, we are supposedly offering the testimony at this

point, I mean, it is our witness. And at this point we would not have offered this, because it is sheer hearsay.

If you want it read, because you think it is relevant to the part read, I want the record to reflect that you are reading it in. I am just pointing out I would have omitted this.

The Court: Then you do not offer it?

Mr. Gallagher: We do not offer it.

The Court: Mr. Laufer was examining the witness.

Mr. Gallagher: That is right, Your Honor.

The Court: If you don't offer it, then I think he will have to offer it on cross; otherwise it won't come in.

Mr. Gallagher: All right, Your Honor.

249 The Court: Are we getting anywhere near the end of this?

Mr. Gallagher: There is about twenty minutes left, I think.

The Court: Then I think we had better adjourn. I have to complete a case tomorrow morning; so you be here at 11 o'clock. We will adjourn until 10, and this case will be resumed at 11 o'clock.

(Accordingly, at 4:20 p.m., the trial was adjourned until 11 o'clock tomorrow morning, Friday, December 10, 1948.)

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252

Deposition of MANFRED STANSFIELD (Wrangler-Flatow) (Resumed)

Mr. Burling: Your Honor, I was reading from page 206, and I was asked to start skipping. I will ask counsel to advise me how far they would like me to skip.

253 Mr. Gallagher: I would skip the next four or five pages, all the way over to 210, starting "Mr. Stansfield, are you today," and so forth.



(Accordingly, the reading from the deposition was resumed, Mr. Burling reading the questions and Mr. Boland, on the witness stand, the answers:)

"Q. Mr. Stansfield, are you today indebted to Mr. Wilhelm von Opel?"

"A. No, I don't consider myself indebted to Wilhelm von Opel."

"Q. Mr. Wilhelm von Opel has stated to the American Military Government that you owe him a considerable amount."

"A. That is his privilege; but it is my privilege to say that I am not."

"Q. On what grounds do you state that?"

"A. Do I have to state here why or what? Is that a question that has anything to do with this? If he brings up the case, he states on what ground it is; I will state on what ground it isn't. Is that a question that—"

"Q. I think you are required to answer the question, why you don't consider yourself indebted to Mr. Wilhelm von Opel."

"A. It was set off through services on my side."

"Q. When were these services performed?"

254 "A. Oh, during the years."

"Q. What years?"

"A. My personal opinion is that there was never any intention to ask it back; but that is a matter, in itself."

"Q. I show you a photostat of a document dated March 16, 1931, and ask you whether that is your handwriting and your document."

"A. Definitely my handwriting, my document. I haven't seen it since."

"Mr. Laufer: Will you please mark this document as Defendant's Exhibit D-36; and I offer it."

Mr. Burling: If Your Honor please, the exhibit we now mark bears directly on the issue whether Wronker-Flatow should be here, and I therefore ask leave to read it, in the translation, or ask Your Honor to read it.

Mr. Gallagher: No objection.

The Court: You may read it.

Mr. Burling: The exhibit reads, in the translation:

"Wiesbaden, March 16, 1931. (Rosselstrasse 7).

"I, the undersigned attorney Manfred Wronker-Flatow, acknowledge having received from Geheimrat Dr. ing. h.c. Wilhelm von Opel a loan of 20,000.00 Dollars. Interest thereon is to be paid at the end of each period at the Reichs-

255 bank discount rate current at that time beginning on April 1, 1935; for the first time on July 1, 1935.

Repayment is to be made by 10 annual instalments of \$2,000.00 each (two thousand Dollars United States Currency) beginning on April 1, 1936; first instalment payable on April 1, 1936; for the consecutive years likewise on April 1. As collateral serve the life insurance policies which I have taken out in favor of my wife with the Iduna Life Insurance and with the French Life Insurance L. Urbaine in the amount of RM40,000.00 respectively Francs 125,000.00, which will become payable, except in case of death, in the years 1947 respectively 1948. My wife Alexandra Wronker-Flatow, nee Manzel, recognizes by her signature this agreement as also binding for herself.

sgd. Manfred Wronker-Flatow

sgd. Alix Wronker-Flatow."

Mr. Gallagher: What was the date on that, Mr. Burling?

Mr. Burling: March 16, 1931.

I ask that that be received in evidence.

(The letter heretofore identified as Defendant's Exhibit No. 28 was accordingly received.)

## AFTERNOON SESSION

The Court: All right, gentlemen.

Deposition of MANFRED STANSFIELD (WRONKER-FLATOW)  
(Resumed):

Mr. Burling: At the bottom of page 211—

(Mr. Burling reading the questions and Mr. Boland, in the witness chair, reading the answers):

"Q. Did you render any services to Mr. Wilhelm von Opel after 1937?

"A. Wilhelm von Opel?

"Q. That is right.

"A. No, I don't think so. I don't recall.

"Q. I am showing you now a photostat of a letter  
279 dated March 8, 1937, and ask you whether you identify this letter as written by you?

"A. Yes, I see this; that is my letter. That was written for a purpose for Geheimrat and for Nazi purposes."

Mr. Burling: I would like to have this letter marked as Defendant's Exhibit 29 and 29-A; and I offer it in evidence.

(The letter was accordingly marked and received in evidence as Defendant's Exhibit 29 and 29-A.)

Mr. Gallagher: Does Your Honor wish a copy of this?

The Court: He can read it, if he wishes.

Mr. Burling: I should like to read it, if I may—

"New York, March 8, 1937. 123 W. 57th Street.

"Dear Geheimrat: First of all I have to apologize for my long silence. I was never before aware how difficult it is to write letters in which one is compelled to admit



being unable for the moment to live up to obligations previously incurred.

"You, dear Geheimrat, know that I incurred these obligations under circumstances which seemed to guarantee that I would be able to meet them. In spite of the most successful pioneer work for G. M. and the Opel firm, I have been deprived without any fault on my part of the very foundations of an arrangement, when things took a turn which no sensible and intelligent man could have been expected to take into consideration. Now after fifty

271 years of most strenuous work and of great success I find myself with my wife in a more and more exhausting struggle to earn a living and enough money to support and educate our six children.

"To be forced in such times to write about repaying sums of money which are entirely out of proportion to my present situation is paralyzing to such a degree that one postpones it again and again hoping to be able to write something positive. The delay has become unduly long, and I am sincerely grateful to you for not having doubted my good will to pay my debt in spite of my long silence which would have been incomprehensible under normal conditions.

"In the last three years full of work and worry, which are now behind us, I hope to have laid the foundation of an organization which in 1937 ought to yield enough to enable me to start redeeming my debt. I am confident to be in a position to submit to you positive proposals in 1937, probably during the next six months and would be very grateful to you for having patience until then in view of the prevailing circumstances which were brought about through no fault of my own.

"Please rest assured that although everything I had built up in decades has been destroyed, and in spite of all obstacles and all difficulties which often seem in-

272 surmountable, my intention remains unshaken to meet liabilities which I incurred in good faith.

"Since my health has so far withstood all the hard physical and mental trials and tribulations and the constant climatic and other changes, I have not given up hope that there will be a way out of all this darkness.

"My wife joins me in sending you our kindest regards and compliments, which we beg to convey to Mrs. von Opel, too.

"With our best wishes for your personal welfare,

"Yours very truly,

"M. Wronker-Flatow."

Mr. Burling (continuing): Now do you wish me to read Mr. Connor's objection?

Mr. Gallagher: You don't need to read the objection; we don't have an objection. We withdraw the objection.

(The deposition resumed):

"Q. Mr. Stansfield, did you discuss your testimony today with anybody before you came here?

"A. Before I came here? My—

"Q. Your testimony that was given today?

"A. I have been talking about the case off and on, with Fritz von Opel.

"Mr. Laufer: That is all."

(Mr. Gallagher now reading the questions, Mr.  
273 Boland the answers):

*"Cross. Examination*

"By Mr. Connor:

"Q. Directing your attention back to the general time around 1931, when this gift agreement, Plaintiff's Exhibit 5, was made, will you give us, if you know, what the general mode of living of Geheimrat von Opel was?

"A. Well, that of a wealthy bourgeois who knew the value of money, for which he and his family had worked a lifetime.

"Q. I presume that you knew something of his financial position, did you not?

"A. Well, in a general way, everybody knew something about it; but I knew, because I knew at least what he had received out of this deal.

"Q. Well, was Wilhelm von Opel, as you knew him, a man whom you regarded as one living within his income, or up to his income, or beyond his income?

"A. I would say, well within his income.

"Q. Did he have any yachts?

"A. No; I think he would have reproved you, if you suggested it.

"Q. Was he the kind of a man to indulge in any other similar types of luxury that you know?

"A. The only luxury that I know was that he once  
274 or twice made a travel around the world, for which he had waited many, many years, I believe. He was not only very careful with his money, but also with his time; and he planned his days and every hour of the day, weeks ahead, as a rule.

"Q. From your association with the von Opels; that is, Wilhelm and his son, Fritz, what would you say of any independent capital that Fritz, himself, had about the year 1931? Was he a man of capital himself?

"A. Fritz von Opel?



"Q. Fritz von Opel, the son.

"A. If he had some, I didn't know it.

"Q. You testified earlier, I believe, that of the number of Opel family members involved in the Opel works, Fritz, to your understanding, was the only one who had not obtained his share; or whatever you characterized as his share?

"A. That is correct.

"Q. That is correct?

"A. Yes.

"Q. And I believe you also testified that Fritz von Opel's sister the daughter of Wilhelm von Opel, had, prior to that time, received some gift of substance from her father; is that correct?

"A. That is what I always understood from the  
275 parents.

"Q. What position did Fritz von Opel occupy in Adam Opel when you first contacted the situation?

"A. In '28, if I remember correctly, he was in the engineering, and with his uncle Fritz Opel. I don't want to take that on my oath; but that is my recollection; that he was working on that side; and his uncle was always very fatherly with him, and friendly with him, except when they had fights. But that is also—that is in retrospect. It was always on a very fatherly basis.

"Q. And as far as the family hierarchical arrangement was concerned, was Wilhelm von Opel the senior brother of that generation of brothers?

"A. Only the two were left, Fritz and Wilhelm von Opel. I think Wilhelm very definitely was, whether Fritz always recognized it, Fritz Opel, that I wouldn't say.

"Q. But on your first contact—

"A. A difference of opinion between those two; but I don't believe between anybody else.

"Q. So that at your first contact with Adam Opel, Wilhelm von Opel was regarded as the head of the firm?

"A. I would say so; and it was also expressed in the set-up, after it was taken over, because Wilhelm von Opel was the chairman of the board, and Fritz Opel was  
276 the vice chairman of the board.

"Q. Yes. And Fritz von Opel, the son of Wilhelm, was Wilhelm's son? was he not?

"A. That is correct.

"Q. And as among the von Opel children, who were Fritz von Opel's cousins, he, in turn, was senior to them, in age; was he?

"A. He was senior to all in age, I say right away; I mean the boys. I don't know whether Hans was older or younger; but I believe he was younger. I mean, that is a fact; but I know he was very definitely the one who you would consider the crown prince in the situation; which, again, was expressed in the position that he got when it was changed in an aktiengesellschaft, because he was made a member of the Vorstand, and I believe, the only member of the Vorstand at that time.

"Q. You are now talking about Fritz von Opel having been elevated to those positions?

"A. Right; whereas Hans von Opel, the next by age, was not even a member of the Vorstand.

"Q. Now, after General Motors took over the Opel works, do you know anything of a trip by Fritz von Opel to the United States to take a training course in General Motors' plants here in America?

"A. Yes, I remember that.

277 "Q. Will you tell us what you remember in that connection?

"A. I think up to the fall of '29; it must have been, Fritz von Opel and Keith Wood were the members of the Vorstand. I don't want to take that on my oath, as far as the dates are concerned; but I believe it was about that. And then I. K. Reuter came over and was made the other mem-

ber of the Vorstand, I believe, together with Keith Wood again; and Fritz was then—it was suggested that he go out of Germany and study General Motors' methods, and so on. That was the set-up with General Motors.

"Q. And after he had made this educational trip to General Motors in the United States, did he return to a position with General Motors in Belgium, I believe, in Antwerp?

"A. I know that he was in Antwerp, yes, with General Motors, Continental.

"Q. Do you happen to remember in what capacity?

"A. No, but it was in the Export. General Motors, Antwerp, was a company which belonged to the Export Corporations of General Motors.

"Q. And is it the fact that at or about the time that the so-called gift agreement, Plaintiff's Exhibit No. 5, was made, that Fritz von Opel was resident in Belgium?

278 "A. I think that is correct. I couldn't swear to it. I mean that is also a question of fact that can be established; but I think he was.

"Q. Yes. And from your knowledge of the situation, and from what you have already testified to, in respect of Fritz von Opel's position with the Adam Opel works, was it the probable thing that had General Motors not purchased the Opel works, that Fritz would have been the logical head of the firm?

"A. Would say, hundred percent, yes, sir.

"Q. Of course, after the sale of the Adam Opel works to General Motors, the opportunity for Fritz von Opel, the son, to have become head of the enterprise was gone; was it not?

"A. Practically, I would say, yes.

"Q. And this Adam Opel works was a family institution of some—

"A. Generations.

"Q. —generations of standing?



"A. About 70 years, it was at that time, yes.

"Q. Did the fact that Fritz von Opel would thus have become deprived of his opportunity to succeed his father as head of the Adam Opel works have anything to do with the old gentleman, Wilhelm, making the gift  
279 to the son?

"A. It might have been an additional consideration.

"Q. Now, on your direct examination, in connection with Plaintiff's Exhibits No. 5 and 5-B, which purports to be the original thereof, you were asked some questions by Mr. Laufer as to that instrument being executory in its nature. Do you recollect that interrogation?

"A. Yes. Could I see what 5 and 5-B was?

"Q. This is 5 (indicating) that purports to be the English translation. This is 5 and that is 5-B.

"A. That is the same document in different languages, then, yes.

"Q. Exhibit 5 is a translation of the German document and 5-B purports to be a photostatic copy of the original document.

"A. I see.

"Q. I would like to have you re-examine them, and when you have completed it, I want to interrogate you about them.

"A. I am sorry, I didn't have this quite some time; so I don't have to remember the whole thing now, will you tell me what you are referring to? In a general way, I remember it, but in detail I had better look at it again, where you want me to.

"Q. I will direct your attention to a paragraph  
280 that is the fourth paragraph in this exhibit which, in English, reads:

"1. Wilhelm von Opel, herewith transfer title to these shares to our son, Fritz von Opel, by assigning to him our claim for the delivery of these shares to us."

"And I will ask you whether, under German law, you have a concept similar to what, in the English or American law, is referred to as a chose in action?"

"A. Yes, it is almost verbally from the law, this paragraph. Paragraph 931. Do we have a translation, so I don't have to try to translate it?"

"Q. You say there is some provision in the German law which relates to something which is analogous to the English chose in action?"

"A. Yes; and it is almost identical in the wording with the law, this part.

"Q. Well, would you make an effort to translate that German law provision for us?"

"A. If a third-party is in the possession, then the transfer may be replaced by procedure whereby the owner assigns the right for delivery.

"Q. Now, will you state for the record, Mr. Stansfield, a description of the document from which you are reading that portion of the German law?"

"A. Well, this is one of the ways by which the ownership can be transferred, instead of actually handing over the article that is to be transferred, you just assign the right to demand delivery from a third party, who is in possession of it. This is, in fact, what was done here in the fourth paragraph.

"Q. Could you give us the name of that book?"

"A. This is the German Civil Code; this is Paragraph 931.

"Q. Is that any particular edition of the German Civil Code?"

"A. Oh, my God, 1905. That was the book I had when I was a student; but it is still in order. I worked so hard on it; and that is why I have it here. I can pick it up always.

"Q. And will you give us the section number of the Code that you translated just above?"

"A. 931; and it is the third title in the third book of the German Civil Code. It refers to the transfer of property. It is the acquisition and the loss of the ownership of movables.

"Q. And was that provision of the Code, to which you have referred, operative and the effective law of Germany at the time Plaintiff's Exhibits No. 5 and 5-B was executed?

"A. That is correct.

282 "Q. Now, these words of transfer in the fourth paragraph of Plaintiff's Exhibits 5 and 5-B purport to be a transfer of a chose in action; do they not?

"A. That is what I would say, yes.

"Q. Well, doesn't it say right there:

"Transfer title to these shares to our son, Fritz von Opel, by assigning to him our claim for the delivery of these shares to us."

"A. That is correct.

"Q. Now, isn't it, in your opinion, a chose in action which is described by the words, 'our claim for the delivery of these shares to us'?"

"A. That is what I would say, yes.

"Q. Well, is there any question about it?

"A. Well, I only express myself carefully, because when you use legal expressions in law, that you don't really know 100 percent, I don't like to be positive; but I think it is the same.

"Q. So that we understand the English concept, if we assume that a claim against another person, or a corporation is a chose in action—

"A. Yes.

"Q. —within the meaning of the English law, do not the words of the fourth paragraph of Plaintiff's Exhibits 5 and 5-B, actually presently transfer a chose in  
283 action?

"A. Yes, they do, yes.



"Q. And if those words in the fourth paragraph are a present transfer of an existing chose in action, is there anything executory about the effect of that paragraph? In other words, isn't that a present transfer of the chose in action?

"A. Well, it was a transfer at that moment, yes; because the wording is exactly in line with the law. I must say that; I had to refresh my mind on that.

"Q. And isn't it the fact that if the effect of that language was to convey to Fritz von Opel at once, that is, at the date of the agreement, this chose in action, nothing further remained to be done in order to effect that transfer?

"A. It is correct.

"Q. This morning you were interrogated about the niessbrauch, which is referred to in Plaintiff's Exhibits 5 and 5-B and you gave certain explanations which you recollected, in reference to the reasons for that niessbrauch being incorporated.

"Do you know when Fritz von Opel married Margo von Opel?

"A. I don't know the exact date.

"Q. Well, approximately the year?

284 "A. But it was either '29 or '30, early '30 or late '29, I would say.

"Q. Do you recollect any discussions with the old gentleman in respect of his desire to have Fritz marry the daughter of some other industrial parent?

"A. Yes, quite a lot of them.

"Q. What did he express as his desire in that connection?

"A. Well, he was not very favorably impressed by the marriage. I wouldn't like to go much further. He didn't like the idea.

"Q. And was it because of his desire that Fritz, as I

say, marry the daughter of some industrial family, rather than a person outside of that group?

"A. Well, I would say, yes. It was the impression that I got. He was quite outspoken at this time; but at this time Fritz von Opel is married to the same girl; so I don't want to go into too much detail at this point.

"Q. Might I just add in that connection, weren't most of her friends theatrical people?

"A. Yes.

"Q. Or people in the field of arts?

"A. Yes, she came from those. I think her former husband was directly connected with the theatre. In fact, I know he was.

285 "Q. Isn't that, as a matter of fact, one of the reasons why the old gentleman was not as enthused about the marriage as he would have been had she been the daughter of some industrialist?

"A. So I would say. The old Geheimrat liked the theatre very much, but not particularly for marrying.

"Q. Now, following the date of the gift agreement, Plaintiff's Exhibit 5, Plaintiff's Exhibit 4 purports to be given by Wilhelm von Opel to his son, Fritz, or sent to him. Now, this Plaintiff's Exhibit 4 purports to be a power of attorney from Wilhelm von Opel to his son, Fritz von Opel, dated the sixth day of October, 1931, a date subsequent to the date of the gift agreement.

"I believe that on direct examination, your testimony was to the effect that it would have taken a considerable period of time, and made the transaction more complicated, if Fritz attempted to deal with the General Motors people under the gift agreement, rather than having a direct power of attorney. That is my understanding of your testimony.

"A. That was my opinion, yes, sir.

"Q. Yes, sir. And is that the reason, as you understand it, why this power of attorney was given to Fritz?

"A. Definitely. I have done that in many cases.

286 "Q. Yes. Well, why would the old gentleman give his son a power of attorney to deal with the shares of stock if, in fact, he, on the day before, had given him a gift? Will you explain why that was done?

"A. The main reason, as I stated this morning, I believe was the urgency to see that it got out of the hands of General Motors at the earliest possible moment; and I was afraid, and I believe I was rightly afraid, that if he came up with a legal document involving gifts, and niessbrauchs, and ausgleich der erbschaft, and so on, they would have gotten a half dozen German lawyers in to explain the meaning of this agreement; but when he came in with a power of attorney, he could get it out without any of the difficulties, because that was written in their own language.

"Q. You say that you had done a similar sort of thing in other cases. What did you have reference to when you said that? I don't want the details of the cases, but give us a typical situation.

"A. I had many international situations, where, to avoid having to go into the details of the transaction, it was handled by powers of attorney.

"Q. Yes.

"A. In cases where the transfer was already made.

287 "Q. Is it not the fact that in Germany, for instance, in connection with the sale of real property, the purchaser is, as a matter of practice, frequently given a power of attorney of the seller to execute the transfer of title to himself?

"A. Yes, to make the application—what would you call that—for auflassung, for the registration of transfer of title in the records of the Court; and in many cases, the sale was immediately effected, payment was made before the Notary Public, and for some reason, the auflassung was not made immediately; and then the purchaser was



given an irrevocable power of attorney to make the transfer by himself, the transfer. That was quite the practice.

"Q. And in view of that custom in Germany, there was nothing inconsistent about the father giving Fritz this power of attorney; that is, Plaintiff's exhibit 4; was there, in your opinion?

"A. In my opinion, no; because it was just a way of handling it, the quickest way of handling the matter, speeding it up.

"Q. Was there anything in anywise inconsistent between a completely executed gift on October 5, 1931, and the delivery of this power of attorney on October 6th?

"A. In my opinion, no, because, otherwise, I would 288 not have done it that way.

"Q. Now, this morning, there was directed to your attention Defendant's Exhibits 6 and 7, purporting to be a telegram dated October 23, 1931 from Wilhelm von Opel to Mr Sloan, of General Motors Corporation, in which reference is made to the first person; namely, the word 'I'. Now, in view of what you have stated in reference to the power of attorney, Plaintiff's Exhibit 4, will you take a look at Defendant's Exhibits 6 and 7, and state whether there is any inconsistency in the use of the word 'I' in Defendant's Exhibits 6 and 7?

"A. As far as the General Motors, the front with the General Motors was concerned, it was Wilhelm von Opel's shares; therefore, if he had said anything else but 'I', then, they would have started asking a lot of questions. They didn't know anything about this agreement. In fact, with my knowledge, it was never brought to their attention.

"Q. So that, to have referred in this telegram of October 23 to the shares as belonging to Fritz von Opel would have given rise to the same complications that you spoke of?

"A. Right.

"Q. In connection with attempting to execute the trans-

action by presenting the gift agreement, itself, to  
289 General Motors; is that correct?

"A. Right.

"Q. Isn't it the fact that it was Fritz von Opel, who, himself, and irrespective of his father's desires in the matter, finally made the determination as to how the option with General Motors should be carried out?

"A. I think that is true, yes, sir. Do you mind if I add one sentence to this whole thing? I think this whole telegram, now that I read it, is an expression of the uncertainty of the situation. If you did something, you never were sure that you were doing exactly the right thing. After talking to Mr. Mooney, the Geheimrat got shaky, whether Fritz von Opel shouldn't rather keep the stock than sell it.

"Q. That is Fritz, the son?

"A. Yes.

"Q. Going back for a moment to Plaintiff's Exhibits 5 and 5-B, I will direct your attention to a paragraph appearing therein which, in the English, reads:

"'In the event that the parents von Opel shall not have drawn in full or in part the income from the shares accruing to them by virtue of their usufruct (neissbrauch), the advancement to Fritz von Opel shall be deemed to have increased by the income not drawn, and he shall be accountable therefor.'

290 "I would like to ask you whether it was not the fact that, in the event the parents did not call for, or make demand for, the income which accrued on the corpus of the gift, that that uncalled for income would become a part of the corpus of the gift, itself?

"A. Yes. That is still clearer in the German. I didn't quite get the paragraph. I believe it is this one.

"S 931. Ist ein Dritter im Besitze der Sache, so kann die Uebergabe dadurch ersetzt werden, dass der Eigentuermer dem Erwerber den Anspruch auf Herausgabe der Sache abtritt."

Mr. Baum: If I may, Your Honor, when this was transcribed, I think the reporter made a mistake, and this was intended to refer to something a few pages back.

This section you have just read to the reporter in German is the German text of the Section 931 of the Civil Code which the witness referred to some few pages back in the deposition. I think it was just a mix-up.

(The reading from the deposition resumed):

"Q. You have just referred to—

"A. Is that the one you read? I think it conveys a wrong impression in the English, because this is only in the case of death, when the parties, the descendants, that have received something, in the case of inheritance, then they have to permit it to be accounted against them as something received already on account of death; to this extent.

291 "Q. And these last remarks that you have made were in connection with a reference to the last paragraph on the first page of Exhibit 5-B; were they not?

"A. If this is 5-B, yes.

"Q. That is.

"A. Yes.

"Q. And when you said that the English translation, in your opinion, is inadequate, you had particular reference to the words, 'And shall be accountable therefor'?

"A. Yes, I didn't get it clearly enough. If I just—Does it say in connection with what? I don't think it really gives the true—it doesn't really give the true meaning of this paragraph. It is almost impossible to translate without explaining what ausgleichspflicht is.

"Q. Will you explain for the record, what the legal implication is of the word ausgleichspflicht, appearing in the last paragraph of page one of Exhibit 5-B?



"A. Well, according to the law, descendants are obligated, in case they inherit, without a will being left, from their parents something, they have to permit everything that they received beforehand, specified what  
292 —they have to consider as received on account of— in fact, it is added to the estate as it exists at that time; and then they divide the whole estate and deduct from the various shares what the individual descendant has already received in advance, which is accountable. And in this case, this would have been accountable as received in advance. In this case, it would have been added to the corpus of the whole gift, and would have to be deducted from the total at the end. But, in case the gift then would have been greater than the share that the descendant would have received as an heir, he is not obligated to return the surplus.

"Q. Let me see if your explanation accords with some analogy in the English or American law. Under American law, it is frequent for a parent, or a testator to give a gift to a child during his lifetime, and then to provide that, before the donee of the gift shall share in the donor's estate, there must be first charged to the donee the amount of the gift or the value of the gift before he can then share in the balance of the estate. Is that an analogy?

"A. It is an analogy, yes. As far as there is any analogy between the two systems, that is one.

"Q. And, as you explained, in the event that the  
293 amount of the gift, or the value of the gift, exceeds the share which the donee would be entitled to out of the estate, he, nevertheless, is not required to return any excess to the estate?

"A. No; that is the law.

"Mr. Conner: I think that is all."

Mr. Burling: If your Honor please, back at page 206 of the record, where I was reading yesterday, an objection was made, or I was asked not to read a portion of our direct examination of the witness, and you said I should wait until cross-examination. Since my friends read the cross, I don't know what Your Honor's ruling is as to when we can require this portion to be read in this document offered in evidence.

The Court: They are the parties who are offering this deposition. Do you want to offer that?

Mr. Burling: As I understood the rules, when one party offers a part of the deposition, the other party may require additional parts to be read.

The Court: That is right.

Mr. Burling: I just want to do that.

The Court: Do you want to offer it now?

Mr. Burling: Yes, Your Honor.

The Court: I will permit it.

Mr. Gallagher: Is that the letter from Smith to Wronker-Flatow?

294 Mr. Burling: Yes, page 206.

Mr. Gallagher: Will you let me see it a few moments, first?

Mr. Burling: This is the document the plaintiffs have admitted was mailed and received in the regular course of business.

Mr. Gallagher: That is right.

Your Honor, for the Court's information, if it wants to read it, we have no objection. But as far as the record is concerned, we say it is clearly hearsay.

The Court: There has been a lot of hearsay in this. I have noticed it as we have gone along.

Mr. Burling: I don't ask to read it now, Your Honor, but to have it marked for the record.

The Court (to Mr. Gallagher): You do not object to it on the ground of hearsay?

Mr. Gallagher: If Your Honor wants to read it, we have no objection to Your Honor's reading it.

The Court: There has been so much hearsay in here, I suppose I will have to separate it in some way.

Mr. Gallagher: On the basis of hearsay, then, Your Honor, if I understand it, wishes me to express our position. As far as the rules of evidence are concerned, it is clearly hearsay and could not possibly be admitted.

The Court: If in the argument of the case you  
295 think it is inadmissible, you just call my attention to it.

Mr. Gallagher: Yes, Your Honor.

The Court: I have noticed that in the reading of these depositions there is a great deal of hearsay. I suppose I will have to discriminate between what is hearsay and what is not, at the proper time. But it has all gone in without objection. So I will take this subject to your objection later on.

Mr. Burling: I understood at the outset Your Honor indicated you did not want to hear objections.

The Court: Yes, that is right.

Mr. Burling: We would have had a lot of objections under the old rules of evidence.

The Court: Yes; that is the ordinary procedure in a civil court. We don't take a great deal of time with that, unless it is way off, or highly objectionable.

Mr. Burling: Yes, sir.

The Court: All right.

(From the deposition, resumed):

"Q. I show you now a letter dated June 2, 1932, a copy of such a letter, which was addressed by the general counsel to Dr. Manfred Wronken Flatow; and I would like to ask you to look at it, to read it, and see whether it refreshes



your recollection, whether you received this letter?

296 "A. That was in '32. I remember some, now that I read this letter, that I got some information from John Thomas on the things;"—

Mr. Burling: May I ask that it be noted that that should read "John Thomas Smith"?

Mr. Gallagher: Surely.

Mr. Burling: Thank you.

(From the deposition, resumed):

"A. That was in '32. I remember some, now that I read this letter, that I got some information from John Thomas Smith on the things; but they were transactions where I was not involved in those forward and backward, that was backing out and making suggestions, that I probably would not have agreed to, personally. It is telling the whole story.

"Q. But you recall having received this letter?

"A. I have a faint recollection that I did receive such a letter. You see, there were many things happened; I don't recall all of them."

Mr. Burling: I will ask to have this letter marked as Defendant's Exhibit 30. The original is in English, and there therefore is no German. And I offer it in evidence.

Gallagher: And there is no necessity to further state Mr. Connor's objection which was made at that point.

297 (The letter was accordingly marked and received in evidence as Defendant's Exhibit No. 30.)

Mr. Burling: I now go to the redirect examination, page 231—

"By Mr. Laufer:

"Q. Mr. Stansfield, I call your attention again to Plaintiff's Exhibit 4, the power of attorney.

"A. Yes.

"Q. Do you recall whether you drew up this power of attorney yourself?

"A. Most of the form of it was drawn up hundreds of years ago, I believe. Some of it, yes.

"Q. But you got up that statement, that power of attorney as it now appears, did you?

"A. Yes. Beg pardon, I got—

"Q. Did you get it up—I don't say drafted—you got it up?

"A. Yes. I haven't read it.

"Q. Please do, now.

"A. But I don't think anybody else was there to do it except myself.

"(Whereupon, the witness read the document.)

"The Witness: Yes, sir.

"By Mr. Laufer:

"Q. Now, would you say that, pursuant to its 298 terms, Mr. Fritz von Opel was authorized to demand transfer of the shares, or payment of their proceeds to himself?

"A. Not under this power, no.

"Q. But you did state, did you not, that this power of attorney was very much like the powers used in Germany, or elsewhere, to avoid—

"A. Yes.

"Q. —further complications?

"A. I think it should have had another sentence in there that is usual in German powers; but, unfortunately, apparently this was taken from an English form, and it wasn't added. That is the one thing that is missing. It should have been in there. But it did the main thing, that we got it out of General Motors at that time. Everything else could be handled afterwards with all the time available to do everything else.

"Q. Is it your recollection that the fact of the gift was never brought to the attention of General Motors' officials at that time?

"A. I would say, definitely not.

"Q. Do you recall when the fact of that gift did come to their attention?

"A. No. I don't remember. It didn't mean much, as far as I was concerned, whether it did later on or didn't, because it was all past history, when it did.

299 "Q. You testified before about the children and grandchildren of Adam von Opel.

"A. Yes.

"Q. At the time the sales transaction was made, who, of the Opel children, Adam Opel children, were alive at that time?

"A. Fritz Opel, Dr. Fritz Opel, and Wilhelm von Opel.

"Q. And no other brothers were alive?

"A. No.

"Q. And the place of the deceased brothers was taken by their descendants?

"A. That is correct.

"Q. And in due course, these descendants received the shares that their fathers would have received?

"A. That is correct.

"Q. Had they been alive?

"A. That is correct.

"Q. How many Adam Opel grandchildren were there at the time?

"A. Let me—I am under oath, and I will try to count them again. I counted them before, and I would ask Fritz to correct me if I make a mistake. I think Karl von Opel had four children, two boys and two girls. Heinrich von Opel had two daughters; and Wilhelm von Opel had  
300 a boy and a girl; and I believe that is eight. Fritz Opel had no children; and Ludwig von Opel had no children, either.



"Q. The six grandchildren of Adam Opel who received their portion of the estate were the children of the two brothers who were deceased at the time of this transaction?

"A. Correct.

"Q. You testified that at the time of the gift, Elinor von Opel, the sister of Fritz von Opel, was already married?

"A. That is right.

"Q. Do you recall how much she received from her parents at the time of her marriage?

"A. I don't recall that they ever told me; but I do recall that I was told that she did receive an endowment.

"Q. You do not know how much it was?

"A. I don't remember the figures; but she married a husband who had quite some money of his own.

"Mr. Laufer: That is all."

(Mr. Gallagher now reading the questions, Mr. Boland answers):

### *"Recross Examination*

"By Mr. Connor:

301 "Q. Isn't it either a custom, or under some legal sanction, that when a daughter marries, she is given a gift, a marriage gift by her parents?

"A. It is a very definite custom, when the parents have the means to do so, they they do; and quite considerable gifts, as a rule; a good part of their future inheritance. So I would believe that it was a very important part that she got,

"Q. You say that its amount is usually based upon its being a good part of their future inheritance; is that correct?

"A. Right.

"Q. Is that a rather universal custom or tradition among German people?

"A. Where there is anything—yes, I would say it is, very definitely. It is right in the law. It is regulated, a mitgift.

"Q. You say it is controlled by the law?

"A. It doesn't say how much you have to give as a mitgift. It has to be quite an amount that is within what would be up to the standing of the family; that is, financially and otherwise.

"Q. Could you readily refer to your Code Book, Mr. Stansfield, and give us that provision in the German Code?

"A. I haven't seen this for some time, but maybe I 302 could.

"Q. Have you now found the provision of the German Code; and if you have, will you state for the record, giving the section number, and whatever other portions of the book are necessary, to identify that section?

"A. Would you call this the section sign?

"Q. Yes.

"A. It is all simple. Section 1620 of the Fourth Book of the German Civil Code; and I think that is all we have to say; and it is about the relations between parents and child, in general.

"Q. And will you now give us a translation of that section, Mr. Stansfield?

"A. The father is obligated to give his daughter, in case of her marriage, an endowment within the—it includes the standard of the—in ratio of his station in life, for the purpose of starting her own household, as far as he is in a position to do so, taking into consideration his other obligations and without endangering his own standard—you might say, standard of living; and provided, the daughter does not have capital of her own which is sufficient for the purpose.

"Mr. Connor: I wonder if we might stipulate at this

point in the record that those portions of the German Code to which reference has been made, be copied into the record? I believe it is Sections 1620 and 931.

"The Witness: I haven't finished this. I think the next sentence, at least, should be translated. It is the same:

"The mother is under the same obligation, in case the father is not in a position to supply the endowment, or in case he has died.

"I think you should have that in.

"Mr. Connor: Yes, and I should like to suggest the stipulation for the record, to the effect that these two sections of the German Code, which have been referred to, Section 1620 and Section 931, be copied into the record, in the original German in order that we may tussle again, perhaps, with the question of their meaning.

"Mr. Laufer: It is so stipulated."

Mr. Gallagher (to the reporter): This is the end of his examination. I will give you this German to copy.

(The concluding portion, referred to follows):

"S. 1620. Der Vater ist verpflichtet, einer Tochter im Falle ihrer Verheirathung zur Einrichtung des Haushalts eine angemessene Aussteuer zu gewahren, soweit er bei Beruecksichtigung seiner sonstigen Verpflichtungen ohne Gefaehrung seines standemaessigen Unterhalts dazu imstande ist und nicht die Tochter ein zur Beschaffung der Aussteuer anseichendes Vermoegen hat. Die gleiche Verpflichtung trifft die Mutter, wenn der Vater zur Gewaehrung der Aussteuer ausserstande oder wenn er gestorben ist.

"Die Vorschriften des S. 1604 und des S 1607 Abs 2 finden entsprechende Anwendung.

"Mr. Connor: I think that is all."